

AGREEMENT BETWEEN
THE COUNTY OF ONEIDA
AND
THE ONEIDA COUNTY SHERIFF AND THE
ONEIDA COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

FOR THE PERIOD
January 1, 2021 to December 31, 2028

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ARTICLE I APPLICABLE LAW

The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law, state laws and the local laws of the County of Oneida not inconsistent with said Act shall govern the terms and provisions of this Agreement.

ARTICLE II RECOGNITION AND COLLECTIVE BARGAINING UNIT

The County recognizes the Oneida County Police Benevolent Association, Inc. (hereinafter referred to as "PBA") as the sole and exclusive bargaining agent for all employees in the hereinafter defined negotiating unit for the purpose of collective negotiations and the administration of grievances arising thereunder. The bargaining unit shall consist of those employees of the Oneida County Sheriff's Office or Oneida County 911 Communications Center holding a budgeted regular full-time position in a title reflected in Appendix "A" - Grade Classification. All part-time, temporary, seasonal and casual employees shall be excluded from the bargaining unit. All other current County officers and employees not listed in Appendix "A" shall be excluded from the bargaining unit.

ARTICLE III DEFENSE AND INDEMNIFICATION

The County agrees to defend and indemnify unit members subject to the requirements and limitations of Section 18 of the Public Officers Law. The provisions of this Article shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE IV MANAGEMENT RIGHTS

It is agreed that the management officials of the County retain the right to direct employees, to hire, promote, transfer and discipline, subject to law and the terms of this Agreement; to maintain the efficiency of operations entrusted to them; to determine the methods, means and personnel by which said operations are to be conducted, and to take whatever action is deemed necessary to carry out the mission of the applicable department in cases of emergency; provided that such rights shall not be exercised in violation of other sections of this Agreement or in violation of any law.

ARTICLE V UNION SECURITY

5.1 Deduction of Union Dues

(a) As soon as feasible following receipt by the County of a signed authorization form from the employee, the County shall deduct from the wages of each employee the regular membership dues (uniform in dollar amount each payday) of the PBA. The PBA shall notify the County by certified mail in advance of the amount of uniform dues to be deducted. The deductions shall be remitted to P.O. Box 376, Westmoreland, New York 13940

(b) The PBA shall indemnify the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

5.2 Membership in the PBA shall be voluntary, but since both parties to this Agreement recognize that a strong and active PBA with full membership participation is desirable to the collective negotiating process, the County agrees that there shall be no discrimination, interference, restraint or coercion by the County or any of its agents or employees against any employee because of his/her membership in the PBA or because of any lawful activities on behalf of the PBA and its sole members which activities do not seriously conflict with or curtail the employees' work duties.

5.3 The PBA shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement, to designate its representation; to direct, manage and govern its own affairs, and to determine those objectives free from any interference, restraint, coercion or discrimination by the County. The PBA shall have the right to pursue any matter or issue in accordance with the grievance and arbitration procedures in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is applicable, and acting through its membership and officers, be the sole judge thereof unless it is expressly and specifically abridged, delegated or modified by this Agreement.

5.4 The PBA shall have the right to post non-political notices and other non-political communications on bulletin boards maintained on the premises and facilities of the County and in other conspicuous places, provided that their content is not derogatory.

5.5 For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the representative of the PBA shall have the right to visit the employees on the job as cited in the prior sections of this Agreement. The names of the PBA's representatives shall be certified in writing to the County Commissioner of Personnel on an annual basis and/or as changes occur.

5.6 Local Officers and Board members of the PBA may from time to time have a need to attend a Board meeting of the PBA. If any portion of the meeting is scheduled during such Board member's duty time, the Board member will be granted time off with pay, unless the Employer believes that the member's absence would severely hamper departmental operations. A list of Board members and scheduled Board meetings shall be filed with the Employer and updated as necessary.

5.7 The County agrees that it will permit and pay up to three (3) representatives of the PBA who are regular County employees time while on the job to resolve PBA grievances and time to meet with County representatives to resolve differences and discuss or interpret the terms of this Agreement. The steward will notify the appropriate supervisor that he/she will be involved in the investigation and resolution of the grievances. The PBA will file a written list of its designated representatives with the employer and update it as often as necessary. The County also agrees to permit negotiators for the PBA who are regular County employees time while on the job to negotiate future agreements.

5.8 Union Leave Days

The County agrees that it will pay and allow the Association a cumulative maximum of 18 days leave with pay, which may be used in one-half day increments, without reduction in sick time or vacation time for officers or member of the association designated by the President of the PBA to attend statewide conferences, meetings, seminars or other organized activities. For purposes of this section, the PBA agrees to correspond with the department head 30 days in advance whenever practicable and to inform him/her of the exercise of these rights and agrees to forward the names of the personnel and the dates that the employee require time off.

In addition, the President of the PBA shall be entitled to one (1) day off with pay each month to attend to Association matters.

5.9 The above rights of the PBA are not all inclusive but indicate the type of matters or right which are inherent to or belong to it as bargaining agent.

ARTICLE VI STRIKES

Pursuant to Section 210, Subdivision 1 of the Public Employees' Fair Employment Act, the PBA hereby affirms that it does not assert the right to strike against the County, to assist or participate in any such strike or to impose an obligation on its membership to conduct, assist or participate in any such strike.

ARTICLE VII SALARY

7.1 Salary Schedules

All employees will be paid in accordance with the attached Incremental Salary Schedules ("D" and "S") to this Agreement.

- (a) **Civilian D Schedule:** -This schedule covers all members of the bargaining unit who perform civilian duties, including public safety telecommunicators, and clerical and accounting.
- (b) **Law Enforcement S Schedule:** -This schedule covers all members of the bargaining unit not covered by the D schedule.

7.1.1 Unit members shall be placed on the applicable 2021-28 salary schedules, and advance thereon, in accordance with the following rules:

(a) Wage Adjustment and New Salary Schedule for S Scale Unit Members

For the calendar year 2021, all employees encumbering S Scale titles will receive a \$3,000.00 one-time lump-sum off-base-salary payment. For those employees encumbering S Scale titles not employed for the entire calendar year in 2021, those employees will be paid \$250 per full or partial month of service.

Effective January 1, 2022, replace the 2020 S schedule with the revised S schedule (attached to this Agreement as Attachment A) and place those employees on the S scale in 2020 at the step on the new 2022 salary scale that provides for a \$6,000.00 increase over the employee's 2020 base salary. Attached to this Agreement as Attachment B is a copy of the S scale placement.

Effective January 1, 2022, for those employees off-step in 2020, add \$6,000.00, for calculation purposes only, to the off-step employee's 2020 base salary. If adding the \$6,000.00 to the employee's 2020 base salary causes the employee's salary to be less than the top step in 2022, the employee will be placed back "in step" on the step that gives the employee at least a \$6,000 increase over the employee's 2020 base salary.

Effective January 1, 2022, any employees on the S scale as of 2022 will not move off the S scale once reaching top step.

Effective January 1, 2022, for those S scale employees remaining off-step, those employees will receive a 3.0% raise.

Effective January 1, 2023, increase the 2022 S scale by 3.0%. Off-step employees also receive a 3.0% increase in 2023.

Effective January 1, 2024, increase the 2023 S scale by 3.0%. Off-step employees also receive a 3.0% increase in 2024.

Effective January 1, 2025, increase the 2024 S scale by 3.0%. Off-step employees also receive a 3.0% increase in 2025,

Effective January 1, 2026, increase the 2025 S scale by 3.0%. Off-step employees also receive a 3.0% increase in 2026.

Effective January 1, 2027, increase the 2026 S scale by 3.0%. Off-step employees also receive a 3.0% increase in 2027.

Effective January 1, 2028, increase the 2027 S scale by 3.0%. Off-step employees also receive a 3.0% increase in 2028.

Each employee who is still on the County's active payroll as of the beginning of the first full payroll period following final ratification of a successor agreement, or who has retired directly from active County service into the New York State and Local Retirement System on or after January 1, 2021, or who died in active service to the County on or after January 1, 2021, shall receive a retroactive payment.

Placement of the Deputy Sheriff Civil Title Series

To determine placement on the new 5-step 2022 S-Scale, impute the employees' 2020 placement on the old S-scale (i.e., two steps lower than the step the employee was placed at in 2022 when he/she was moved into the unit). For calculation purposes only, add \$6,000 to the imputed 2020 salary and then place the deputy at the next step of the new 2022. S-Scale such that the deputy receives an increase of at least \$6,000.

Step movement beginning in year 2023 and beyond occurs in the same manner as other bargaining unit members and will not move off step upon reaching top step.

Back pay for 2022 will be calculated from July 5, 2022 only (the date such employees were placed into the bargaining unit) forward. Such employees will not receive any retroactive pay for the period of January 1, 2021 through July 4, 2022.

Each employee who is still on the County's active payroll as of the beginning of the first full payroll period following final ratification of a successor agreement, or who has retired directly from active County service into the New York State and Local Retirement System on or after July 5, 2022, or who died in active service to the County on or after July 5, 2022, shall receive a retroactive payment.

(b) Wage Adjustment and New Salary Schedule for D Scale Unit Members

Salaries for D scale unit members were adjusted by the County effective June 14, 2023. Attached to this Agreement as Attachment C is the D scale schedule that became effective on June 14, 2023. Grade 18D is for the title of Senior Clerk, Grade 24D is for the title of Principal Clerk, Grade 27D is for the title of Public Safety Telecommunicator, Grade 30D is for the title of Senior Public Safety Telecommunicator, Grade 33D is for the title Supervising Public Safety Telecommunicator, and Grade 36D is for the title CAD Administrator and Communications Manager. The new wage schedule beginning in 2024, which condenses the schedule to reflect the 6 titles that are on the D schedule, is attached as Attachment C.

Effective January 1, 2021, employees on the D Scale shall receive a one time \$6,000.00 lump sum payment to cover the period January 1, 2021 to June 13, 2023. Eligible employees who were not employed for the full period of January 1, 2021 to June 13, 2023, will receive \$200.00 per month for each full or partial month employed during that period.

Effective January 1, 2024, employees will be placed on the new schedule to a Step that reflects at least a 3.00% increase from their 2023 annual base salary on the 2024 D schedule. Attached to this Agreement as Attachment D is the D scale placement information. If adding the 3% to the employee's 2023 base salary causes the employee's salary to be less than the top step in 2024, the employee will be placed back "in step" on the step that gives the employee at least a 3% increase over the employee's 2023 base salary.

Effective January 1, 2024, any employees on the D scale as of 2024 will not move off the D scale once reaching top step.

Effective January 1, 2024, for those D scale employees remaining off-step, those employees will receive a 3.0% raise.

Effective January 1, 2025, increase the 2024 D scale by 3.0%. Off-step employees also receive a 3.0% increase in 2025.

Effective January 1, 2026, increase the 2025 D scale by 3.0%. Off-step employees also receive a 3.0% increase in 2026.

Effective January 1, 2027, increase the 2026 D scale by 3.0%. Off-step employees also receive a 3.0% increase in 2027.

Effective January 1, 2028, increase the 2027 D scale by 3.0%. Off-step employees also receive a 3.0% increase in 2028.

Each employee who is still on the County's active payroll as of the beginning, of the first full payroll period following final ratification of a successor agreement, or who has retired directly from active County service into the New York State and Local Retirement System on or after January 1, 2021, or who died in active service to the County on or after January 1, 2021, shall receive a retroactive payment.

7.2 Salary Schedule Administration

(a) When an employee is promoted to a higher grade, the employee will be placed at the same step number of the new grade as he/she occupied in the lower grade immediately prior to the promotion.

1. In the event of voluntary or involuntary demotion to a lower grade, the employee will be placed at the same step number of the lower grade as he/she occupied in the higher grade immediately prior to the demotion.
2. If a person with permanent Civil Service status at one level is serving provisionally in a higher level, and receives permanent status at a level between his/her current permanent and provisional status, the salary of the item in which he/she has permanent status will be considered the base on which his/her new salary will be determined.
3. If a person who has never achieved permanent status is serving provisionally and receives permanent status at a lower grade, his/her beginning rate at his/her permanent grade will reflect numbers of years of service to the County.
4. If a person who has never achieved permanent status is serving provisionally, and receives another provisional appointment in a lower or higher grade, the new provisional appointment will reflect years of service with the County, except that in no case will the higher level step reflect an annual salary greater than that which would be received if the employee was subject to the promotional rule as set forth in Section 7.2 (a) above.
 - a. Newly hired employees on the D schedule must remain at the first step salary level for at least three (3) months before becoming eligible for any step movement within grade.
 - b. The Commissioner of Personnel with agreement of the Sheriff, shall place an employee, who is returning within 3 years of termination, as a Deputy Sheriff Patrol, in the same step the employee had at the time of termination of employment from the Oneida County Sheriff's Office. For the purpose of this section any employee returning under this section must have maintained Civil Service and BMP certification or other certifications as required by statute or regulation.
 - c. The Commissioner of Personnel with agreement of the Sheriff, shall have the authority to place a new employee in a step greater than the hiring rate

of the appropriate grade, if the employee meets certain requirements:

1. The employee is a permanent police officer, with at least one year of full-time experience and has completed basic police training. For the purpose of this section employees with more than one (1) year police experience shall be granted one additional step for every one (1) year of experience as a full-time police officer but shall not exceed the fifth step of that grade.

7.3 Longevity

Each employee in the defined negotiating unit shall receive \$100 per year for each year of service starting in year five. (i.e., at 4 years of service there is no longevity, at 5 years of service there is \$500 longevity.) This will be capped at 25 years of service. (i.e., 26 years of service and greater longevity will equal \$2,500.) The longevity will be added to base pay for all purposes and paid as part of the biweekly paycheck. In calculating years of service, the member will earn the longevity increment upon reaching their anniversary date. For example, if a member is hired January 1, 2005, the member will receive their longevity increment starting on January 1, 2010.

7.4 Mileage

(a) When an employee must use his/her own vehicle for County business, the County agrees to pay the then prevailing IRS rate upon submission of appropriate vouchers.

(b) If an employee has to transfer prisoners by over the road vehicle for more than 300 miles one way, then this transfer shall be an overnight detail, if requested by the transferring officer.

(c) Any Department member who is scheduled and assigned to attend a Department-approved training school which is more than 200 miles from the Oneida County Law Enforcement Building shall be entitled to spend the night the school holds its last class, providing the class ends after 3:59 p.m.

(d) When a Department member is traveling to or from an approved training school, and said travel is on other than his/her duty time, the member will be compensated at one and one-half (1.5) times the employee's regular compensation rate (OT or Comp Time) for that time if he/she is operating the vehicle. Department members will car pool whenever possible.

7.5 Shift Differential

Each non-Highway Patrol employee who is regularly assigned to the "C" and "A" lines or who is scheduled to work on the "C" or "A" lines will be compensated by receiving \$0.60 an hour extra for hours worked on the "C" line and \$0.65 per hour extra for hours worked on the "A" line. Said shift differential amounts shall be increased to \$0.70 per hour for the "C" line and \$.75 per hour for the "A" line effective January 1, 2018. Said shift differential amounts shall be further increased to \$0.75 per hour for the "C" line and \$.80 per hour for the "A" line effective January 1, 2019. Effective January 1, 2024, the "C" line shift differential shall be further increased to \$0.85 per hour, and the "A" line shift differential shall be further increased to \$0.90 per hour.

With regard to each "Highway Patrol Employee", as that term is defined at Article 8.2 of this Agreement, any such employee will be compensated by receiving \$0.60 an hour extra for hours worked between the hours of 4:00 p.m. and 12:00 a.m. and \$0.65 an hour extra for hours worked between 12:00 a.m. and 8:00 a.m. Effective January 1, 2018, said shift differential amounts shall be increased to \$0.70 per hour for the hours worked between 4:00 p.m. and 12:00 a.m. and \$.75 per hour for the hours worked between 12:00 a.m. and 8:00 a.m. Effective January 1, 2019, said shift differential amounts shall be further increased to \$0.75 per hour for the hours worked between 4:00 p.m. and 12:00 a.m. and \$.80 per hour for the hours worked between 12:00 a.m. and 8:00 a.m.

Employees who are regularly scheduled to the "A" or "C" line, and each Highway Patrol employee, will receive the applicable shift differential pay for any vacation, holidays, sick leave and personal leave used. Effective January 1, 2024, the "C" line shift differential shall be further increased to \$0.85 per hour, and the "A" line shift differential shall be further increased to \$0.90 per hour.

Any "B" line employee who is not regularly scheduled to work another shift shall receive the aforementioned shift differential pay only for the employee actually worked such scheduled shift.

7.6 Stand-By

Employees who are placed on restricted standby hours at their home will receive one-half their base hourly rate of pay for each hour or fraction thereof they are on such restricted departmental standby.

7.7 Recall Pay

An employee who, after fulfilling his/her normal tour of duty, is recalled back to the Department for additional duty, after returning to his/her home or to another destination with the bona fide intent of ending his/her tour of duty, shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the employee's regular compensation rate, if the employee's total work time including regular duty, vacation and personal leave equals or exceeds forty (40) hours in that work week.

7.8 Court Appearance

Employees required to appear in Court on Department-related business at times other than their regularly scheduled hours shall receive a minimum of three (3) hours pay.

7.9 Cell Phone Coverage

Effective January 1, 2024, any employee assigned to carry a department cell phone on his/her off-duty time shall be paid \$500 per annum for a calendar year or on prorated monthly basis for less than a calendar year assignment.

7.10 Out-Of-Title Work

(a) Any employee assigned in advance by the department head or Sheriff, or his/her designee, to fulfill the responsibilities of a higher paying civil service position, may only be assigned while the incumbent of the higher paying position is absent. That employee shall be paid at the higher rate on a per diem basis for all days that he/she is assigned to the higher paying position provided the employee performs all the normal duties of the higher paying position during the assignment. For the purpose of this section, any employee paid in this manner shall be paid in the step in the higher paying position, following the same step movement as if the employee had been promoted. Per diem rates shall be calculated by dividing the appropriate annual salary by 260.

(b) Any Deputy Sheriff assigned by the Sheriff as an investigator on a full-time basis shall be paid at the Sergeant's rate for any days so assigned. For the purpose of this section, any employee paid in this manner must be performing investigative duties during at least 51% of his/her duty time.

For the purpose of this section, any employee paid in this manner shall be paid in the step in the higher paying position, following the same step movement as if the employee had been promoted. Per diem rates shall be calculated by dividing the appropriate annual salary by 260.

Prior to the removal of an Investigator who has completed 5 or more consecutive years of employment as an Investigator, such Investigator shall be given formal notice in writing of the Investigator's performance deficiencies and the corrective action required. Nothing in this paragraph shall limit the Sheriff's right to assign or remove an investigator nor the Association's right of appeal.

7.11 Distribution of Paychecks

Paychecks will be placed in individual envelopes before being distributed to employees.

7.12 Canine Unit Compensation

The County shall compensate by cash, and cash only, each Deputy Sheriff dog handler for a maximum of one hour per calendar day for home care of his/her assigned dog. To the extent practical, such work time shall be scheduled as part of, and not in addition to, the Deputy Sheriffs regularly scheduled workday. Said compensation shall include all care of the dog including but not limited to the feeding, bathing, brushing, training, exercising, grooming, related cleaning of the dog's kennel and transport vehicles, as well as similar activities performed by the Deputy Sheriff at home on workdays as well as on days off duty or during vacation or other leave periods. Said compensation shall also cover all time spent in administering drugs or medicine for illness of the dog as well as any compensable time worked transporting the dog to and from an animal hospital or veterinarian. The Sheriff shall have the sole discretion to determine the number of dogs, and Deputy Sheriffs, if any, to be assigned to the Canine Unit.

7.13 Field Training Officer Compensation

Effective January 1, 2024, e; for each hour that an employee covered by this Agreement is designated by the Sheriff, or his/her designee, to function as a Field Training Officer ("FTO") for one or more other employees, he/she shall receive a premium payment of two dollars (\$2.00) per hour in addition to his/her base regular rate of pay. Further, the employee must actually perform the duties associated with the Field Training Officer designation during the particular hour(s) to be eligible for said pay. Under no circumstances shall Field Training Officer compensation be paid for time spent with interns, volunteers, ride-alongs, or any other non-employee of the County.

7.14 CTO PAY (Communications Training Officer)

Effective upon full execution of this agreement, for each hour that an employee covered by this Agreement is designated by the Director of Emergency Services, or his/her designee, to function as a Communications Training Officer (“CTO”) for one or more other employees, he/she shall receive a premium payment of \$2.00 per hour in addition to his/her base regular rate of pay. Further, the employee must actually perform the duties associated with the CTO designation during the particular hour(s) to be eligible for said pay. Under no circumstances shall CTO compensation be paid for time spent with interns, volunteers, ride-alongs, or any other non-employee of the County.

7.15 SWAT Team Compensation

Effective January 1, 2024, each member of the Sheriff’s Office assigned by the Sheriff, or his/her designee, to the SWAT Team shall receive additional compensation in the amount of \$200 per year. Said compensation shall be included on a pro-rata basis in the member’s paycheck each pay period and shall also be included in overtime pay calculations. The Sheriff shall retain the authority to determine both the number of employees on the SWAT Team and which employees shall be assigned to the SWAT Team.

ARTICLE VIII HOURS OF WORK AND WORK WEEK/OVERTIME PAY

8.1 This Article defines the normal hours of work, and establishes the basis for the calculation of overtime pay. It is not, however, a guarantee of hours of work per day, work period, or month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for elsewhere in this Agreement.

8.2 Normal Work Week and Workday

Except as otherwise stated in this Agreement, the normal work week for unit employees shall be a 7 day period. The normal workday will consist of 8 consecutive hours. The work scheduling practices for non-police officers and those police officers not assigned to the Road Patrol shall continue in accordance with the practices in effect prior to the effective date of this Agreement.

The work schedule for the “Highway patrol employees”, as defined herein, shall consist of 6, twelve-hour shifts and 1 eight-hour shift (the “Kelly Shift”) in a fixed 14 day period. The term “Highway Patrol employees” shall be defined as all individual holding the title of Deputy Sheriff Patrol,

Deputy Sheriff Patrol Sergeant, or Deputy Patrol Lieutenant who are assigned to a squad within the Highway Patrol Unit and perform road patrol duties. The term "Highway Patrol employees" shall not include any individual assigned as a School Resource Officer ("SRO"), or as a DARE officer during the school year, but it is understood that said individuals shall be assigned to a squad and shall perform road patrol duties during the summer school recess period and, thus, during the summer school recess period, shall be included in the definition of "Highway Patrol employee." The term "Highway Patrol employees" shall also not include any individuals assigned to any of the following assignments: Criminal Investigation Unit; ID and/or Forensic Investigation Unit, Narcotics and/or Drug Enforcement Task Force, Sexual Abuse Task Force, and Warrants, or any individuals who perform security duties at the County Office Building and/or the County Courthouse.

Furthermore, Highway Patrol employees will not be scheduled to work successive tours of duty without a minimum of 8 hours off between shifts. If a Highway Patrol employee is required, due to unexpected circumstances, to remain on duty past the scheduled end of his/her tour of duty so that he/she will not have a minimum of 8 hours off between shifts, the Sheriff or his/her designee will use their best efforts to adjust the starting time of that employee's next shift in order to afford that employee a period of 8 hours off between shifts.

Any unit employee subject to assignment on shifts or work schedules other than the normal work hours for their department will be notified by lists posted in the proper place at least 2 weeks in advance. Such schedules may be modified by the Sheriff, department head, or designee in cases of emergency, personnel absences, and other reasonable needs of the Department.

8.3 Overtime Pay

Except as otherwise stated in this Agreement, overtime pay for employees covered by this Agreement shall be at the rate of time and one-half an employee's regular hourly rate of pay for all hours worked beyond 8 hours in a workday, and/or 40 hours in a fixed 7 day work cycle, such pay to be calculated in 15 minute segments.

With respect to "Highway Patrol employees", as that term is defined in Article 8.2 above, such Highway Patrol employees shall only earn overtime after working in excess of 12 hours in a workday or in excess of 80 hours in the fixed, fourteen-day work period. The parties further agree that the partial overtime pay exemption for law enforcement employees under Section 207-k of the federal Fair Labor Standards Act has been implemented to reflect that, other than situations when a Highway Patrol employee works in excess of 12 hours in workday, as referenced above, the Highway Patrol employees

shall be available for 80 hours of work per 14 day period prior to overtime being incurred. The parties also agree that the items set forth herein have been agreed to in order to implement the fixed schedule program requested by the Union. The parties further agree that in the event any claim is made challenging the program or claiming additional wages, overtime or compensatory time, the Union, County and the Sheriff agree to jointly appear and defend the action.

“Hours worked” for purposes of this Article shall include paid holidays, vacation hours, paid personal leave, bereavement leave, and compensatory hours off, but shall not include sick leave hours off or any other leave time whether paid or unpaid.

Effective January 1, 2024, notwithstanding any prior arrangement or understanding, in September, and May, and then each May and September thereafter, each employee shall be afforded additional opportunities to cash, in some, or all, of his/her accrued compensatory time off under any provision of this Article to a monetary payment for such time, such payment to be included in the employees regular paycheck for the first full pay period in June and October of each year. To take advantage of this opportunity, the employee must deliver by May 31, and by September 30 of each year a written election to the County on a standard form promulgated by the County.

The employee shall have the option of receiving his/her overtime pay either in cash or in compensatory time off. Any compensatory time which was elected but not taken by the first of December, shall be converted to pay and paid on the second payday in December.

8.4 Compensation Limitation

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

8.5 Shift Bidding

(a) The number of individuals needed on each tour of duty in telecommunications shall rest solely with the Director of Emergency Services or designee.

(b) Effective January 1, 2010, bargaining unit employees assigned to telecommunications with at least three (3) years of service in telecommunications shall bid for tours of duty for each job title based upon seniority. If the tour is not filled based upon bid, then employees who are eligible to bid will be assigned in the inverse order of seniority rank. Tours will be rebid once each year on or about January 1.

(c) In regard to members of the bargaining unit assigned to telecommunications, the Director of Emergency Services or designee will retain the right to reassign individuals serving on a particular tour of duty based upon reasonable criteria including, but not limited to, the following:

1. Disciplinary Problems
2. Training
3. Personality Conflicts within the Shift
4. Improper Performance of Duty
5. Need for Shifting Manpower
6. Adjustments Made Necessary by Temporary or Permanent Vacancies.

(d) Effective January 1, 2024, during the first two (2) years of employment, the Director of Emergency Services or designee will have the sole discretion to set the tour of duty for the employee and the employee will be ineligible to bid for available tours. However, and effective upon the effective date of the ratification of this Agreement by the Oneida County Legislature, the bidding eligibility requirement shall be reduced prospectively from three (3) years of employment to two (2) years of employment. With regard to the "Highway Patrol employees", as that term is defined in Article 8.2 of this Agreement, there shall be a "1" shift and a "2" shift with the starting times to be set at the sole discretion of the Sheriff or his/her designee. There shall also be a "flex" shift which may encompass some of the hours of the "1" shift and some of the hours of the "2" shift with the starting time to be set at the sole discretion of the Sheriff or his/her designee. Any modification of the starting time of any such Highway Patrol employee shift shall, except in an emergency, be on two (2) weeks' advance notice by lists posted in the proper place.

Highway Patrol employees shall bid on shift assignment based on seniority at the commencement of the new schedule period. For purposes of this paragraph, seniority shall be based on the time spent in the particular job title. If a shift is not filled by bid, then Highway Patrol employees will be assigned in the inverse order of such seniority. The number of individuals needed on each shift shall rest solely with the Sheriff or his/her designee. Placement within a particular squad is solely within the discretion of the Sheriff or his/her designee.

The Sheriff or his/her designee also retains the right to reassign Highway Patrol employees to a particular shift for just cause based upon reasonable criteria including but not limited to: (1) disciplinary problems; (2) training; (3) personality conflicts within the shift; (4) improper performance of duty; (5) need for shifting manpower; and (6) adjustments made necessary by temporary or permanent vacancies.

8.6 Shift Swaps for Highway Patrol Employees

Highway Patrol employees, as that term is defined in Article 8.2 of this Agreement, may exchange shifts with other Highway Patrol employees only with the consent of the Sheriff or his/her designee. Highway Patrol employees must exchange the full two or three day work period contiguous to the day or days for which the exchange is desired. An exchange of shifts between a Highway Patrol employee not scheduled to work on a particular day and a Highway Patrol employee who is scheduled on such day must be repaid by the end of that fixed fourteen (14) day period. No overtime will be paid as a result of a mutual shift exchange with the exception of overtime incurred as a result of a mutual shift exchange with the exception of overtime incurred as a result of unexpected circumstances that require the Highway Patrol employee to remain on duty past the scheduled end of his/her tour of duty.

8.7 Special Terms and Conditions for 911 Employees

Notwithstanding anything to the contrary in this Agreement, the following terms and conditions shall apply to employees working in or for the Oneida County Department of Emergency Services and holding one of the following titles: Public Safety Telecommunicator, Senior Public Safety Telecommunicator, Supervising Public Safety Telecommunicator, Deputy Sheriff Dispatcher and Radio Dispatcher Supervisor. Said employees shall collectively be referred to in this section as "911 employees."

The following terms and conditions shall continue to be effective until further modified by the parties.

- (a) The normal workday for each 911 employee shall be 10 consecutive hours.
- (b) 911 employees will be regularly assigned to work a total of (4) 10-hour shifts in a fixed 7-day period which period shall commence on Sunday. As such, the 911 employee shall have three consecutive pass days during the particular seven-day period. The pass days shall be either every Thursday, Friday, and Saturday, or every Sunday, Monday, and Tuesday, as the case may be.
- (c) Effective January 1, 2024, shift options for the 10 hour shifts may include the following: 12:00 a.m. to 10:00 a.m.; 2:00 a.m. to 12:00 p.m.; 4:00 a.m. to 2:00 p.m.; 6:00 a.m. to 4:00 p.m.; 8:00 a.m. to 6:00 p.m.; 10:00 a.m. to 8:00 p.m.; 12:00 p.m. to 10:00 p.m.; 2:00 p.m. to 12:00 a.m.; 4:00 p.m. to 2:00 a.m.; 6:00 p.m. to 4:00 a.m.; 8:00 p.m. to 6:00 a.m.; 10:00 p.m. to 8:00 a.m.

(d) Assignment of shifts and pass days for 911 employees shall be pursuant to Section 8.5 of this Agreement.

(e) 911 employees shall only earn overtime pay at the rate of time and one-half their regular hourly rate for all hours worked beyond 10 hours in a workday, and/or 40 hours in a fixed 7 day work cycle, such pay calculated in 15 minute segments.

(f) 911 employees shall only receive shift differential as follows:

1. Each employee who is regularly assigned to a shift which includes hours between the hours of 4:00 p.m. to 12:00 a.m., or who is scheduled to work a shift which includes hours between the hours of 4:00 p.m. to 12:00 a.m. will be compensated by receiving \$0.60 an hour extra for hours worked between the hours of 4:00 p.m. to 12:00 a.m. Effective January 1, 2018, said amount shall be increased to \$0.70 an hour. Effective January 1, 2019, said amount shall be further increased to \$0.75 an hour. Effective January 1, 2024, the shift differential amount will be \$0.85 per hour.
2. Each employee who is regularly assigned to a shift which includes hours between the hours of 12:00 a.m. to 8:00 a.m., or who is scheduled to work a shift which includes hours between the hours of 12:00 a.m. to 8:00 a.m. will be compensated by receiving \$0.65 an hour extra for hours worked between the hours of 12:00 a.m. to 8:00 a.m. Effective January 1, 2018, said amount shall be increased to \$0.75 an hour. Effective January 1, 2019, said amount shall be further increased to \$0.80 an hour. Effective January 1, 2024, the shift differential will be \$0.90 per hour.
3. Employees who are regularly assigned to a shift which includes hours between the hours of 4:00 p.m. to 12:00 a.m. or hours between the hours of 12:00 a.m. to 8:00 a.m. shall receive the shift differential pay as set forth in either (1) or (2) above for any vacation, holiday, sick leave and personal leave used.
4. Any employee who is not regularly assigned to a shift which includes hours between the hours of 4:00 p.m. to 12:00 a.m. or hours between the hours of 12:00 a.m. to 8:00 a.m. shall receive the aforementioned shift differential pay only for the hours the employee actually worked during such hours.

(g) Each 911 employee on the "S" schedule shall earn 80 hours of sick leave per year. Each 911 employee on the "D" schedule shall earn 96 hours of sick leave per year. Each 911 employee may accumulate up to a maximum of 1,440 hours of sick leave, subject to limitation by Article XI - Retirement. In addition to sick leave for personal illness, each 911 employee may use no more than 32 hours of his/her accrued sick leave to care for an ill relative who resides with the 911 employee, or the 911 employee's mother or father, but only if the 911 employee's presence is reasonably necessary to care for the relative.

(h) The following vacation schedule shall continue in effect by the County for each 911 employee, for the life of this contract.

After 1 years' service	40 hours
After 2 years' service	80 hours
After 5 years' service	120 hours
After 10 years' service	128 hours
After 11 years' service	136 hours
After 12 years' service	144 hours
After 13 years' service	152 hours
After 14 years' service	160 hours

The employee shall have the right to carry a maximum of 120 hours vacation from one year into the next year.

If the employee is unable to take an approved, scheduled vacation due to the employer modifying the employee's work schedule, the employee shall have the option of converting the cancelled vacation time to cash, at the rate of 10 hours pay for each vacation day times the employee's hourly rate at the time the vacation was scheduled.

(i) 911 employees shall receive 8 hours of time for each paid holiday and 8 hours of time for each floating holiday 3 each year (credited on January 1 of each year). Newly hired 911 employees hired prior to July 1st of the year of hire shall receive the full 16 hours of time for floating holidays, in the form of compensatory time, at the time of hire for use during the balance of the calendar year of hire. Newly hired 911 employees hired on or after July 1st of the year of hire shall receive only 8 hours of time for floating holidays, in the form of compensatory time, at the time of hire for use during the balance of the calendar year of hire.

(j) Each 911 employee shall be allowed up to 32 hours of personal leave per year non-cumulative, without any restrictions, upon prior approval of the department head, and that approval shall not be unreasonably withheld. For purposes of this section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31st each year will be added to the employee's accrued compensatory time.

(k) Leaves of absence with pay for bereavement time for 911 employees must be granted by the Administrative Unit Head for a period not to exceed 24 hours because of death in the employee's immediate family. Immediate family is defined as including spouse, parent, grandparent, spouse's parent, child, brother, sister, legal guardian or foster parent, or a close relative who is an actual member of the employee's household.

ARTICLE IX (OMITTED)

ARTICLE X EMPLOYEE ADDRESS AND TELEPHONE NUMBER

It shall be the responsibility of each employee to keep the County informed of his/her current address and telephone number where he/she can be notified of emergencies; changes in schedules, disciplinary actions, overtime assignments and other matters. All employees shall be required, as a condition of continued employment, to obtain and maintain an operating telephone in their place of residence. Newly hired employees shall have 60 days from the date of hire to comply with this requirement. Employee telephone numbers that are unlisted shall be held in confidence by the County to the greatest extent possible and used for no other purpose than contact by the County.

ARTICLE XI RETIREMENT

The County agrees to continue to provide the benefits of Sections 89-a, 89-p, 603-1, 75-g, Article XIV, and Article XV of the New York State Retirement and Social Security Law, whichever plan is appropriate based upon the employee's individual status, for those employees covered by this Agreement. Notwithstanding the above, the County and the PBA understand that Tiers 5 and 6 of the Retirement System have been implemented for those employees with Retirement System membership dates occurring on or after January 1, 2010. Additional Tiers, if any, that may be mandated by State legislation for this bargaining unit shall also be implemented.

The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

ARTICLE XII **LEAVE OF ABSENCE WITH PAY**

NOTE: Leave credits for "Highway Patrol employees", as that term is defined in Article 8.2 above, with regard to annual leave, personal leave, sick leave and bereavement leave shall be converted to hours at the rate of eight (8) hours per each credited day. Leave shall be utilized by Highway Patrol employees in hours based upon the length of the workday being worked.

12.1 Sick Leave

Except as stated elsewhere in this Agreement, each employee in the defined bargaining unit shall earn one (1) day sick leave per month, except employees in the S Schedule who shall earn ten (10) days per year. Each employee may accumulate up to a maximum of one-hundred-eighty (180) working days to be used during the employee's employment with the County consistent with and as limited by this Article. Upon retirement, up to 165 days of accumulated but unused sick leave will be applied toward an employee's retirement service credit for the sole purpose of and to the extent permissible under Section 41(j) of the New York State Retirement and Social Security Law.

Additionally, the County will pay each retiree, in lump sum, \$100 for each unused, accumulated day of sick leave between 166 days and 180 days, inclusive, at the time of retirement.

Effective January 1, 2024, an employee may accumulate more than 180 days of sick leave to be used for the sole purpose of payment toward the cost of employee's health insurance in retirement as set forth in Section 15.7 (D). Only sick days in excess of 180 may be used toward the cost of the employee's health insurance in retirement.

When an employee must be absent on sick leave, the employee is required to notify the Sheriff, department head, or designee at least one (1) hour prior to the start of his/her shift. In the event of a prolonged documented absence due to illness or injury, the employee will be excused from reporting absences on a daily basis. Sick leave credits shall not be granted unless such report is made, but instead shall be considered as unauthorized time off without pay.

The County and the PBA agree that sick leave should be used for legitimate purposes and is not to be abused. Medical certificates will not normally be required to substantiate requests for approval of sick leave for three (3) days or less.

However, in questionable circumstances, such as repetitive taking of sick leave before or after holidays, vacations, personal leave days or pay days, an employee may be required to justify the sick leave of any length of time by providing a medical certificate.

12.2 Except as stated elsewhere in this Agreement, in addition to sick leave used for personal illness of the employee, the employee may also use no more than 4 days of his/her accrued sick leave per calendar year to care for an ill relative who resides with the employee, or the employee's mother or father, but only if the employee's presence is reasonably necessary to care for the relative.

12.3 Vacation Schedule

Except as stated elsewhere in this Agreement, it is agreed that the following vacation schedule shall continue in effect by the County, for the life of this contract.

After 1 years' service	5 days
After 2 years' service	10 days
After 5 years' service	15 days
After 10 years' service	16 days
After 11 years' service	17 days
After 12 years' service	18 days
After 13 years' service	19 days
After 14 years' service	20 days

The employee shall have the right to carry a maximum of fifteen (15) days vacation from one year into the next year. Vacation to be taken at a time mutually agreeable to the employer and employee.

If the employee is unable to take an approved, scheduled vacation due to the employer modifying the employee's work schedule the employee shall have the option of converting the canceled vacation time to cash, at the rate of eight (8) hours pay for each vacation day times the employee's hourly rate at the time the vacation was scheduled.

12.4 Holidays

Except as stated elsewhere in this Agreement, the County agrees that each employee shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	*2 Floating Holidays
Juneteenth	

Effective January 1, 2014, employees on the "D" salary schedule will receive one additional floating holiday (for a total of 3).

*Floating holidays may be taken at a time mutually agreeable to the County and the employee. Floating holidays shall not be arbitrarily or capriciously denied. However, the Sheriff, department head, or designee, shall have the right to limit the number of employees using a floating holiday on any given day according to work requirements and staffing needs.

Except as stated elsewhere in this Agreement, newly hired employees hired prior to July 1st of the year of hire shall receive two (2) floating holidays, in the form of compensatory time, at the time of hire for use during the balance of the calendar year of hire. Newly hired employees hired on or after July 1st of the year of hire shall receive one (1) floating holiday, in the form of compensatory time, at the time of hire for use during the balance of the calendar year of hire. Except as qualified above, floating holidays shall be credited, in the form of compensatory time, on January 1st of each year for use during the balance of that calendar year.

When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When the holiday falls on a Saturday, each employee shall receive a day off mutually agreeable to the employee and his/her department head. Selection of those employees designated to work on any of the above holidays shall be at the discretion of the department head.

(a) **Holiday Time**

In the event an employee is required to work on Thanksgiving Day or Christmas Day, that employee shall receive his/her regular holiday pay and compensatory time off at time and one-half (1-1/2) for the holiday hours worked. In the event an employee is required to work on any other above designated traditional holiday, the employee shall receive his/her regular holiday pay and straight compensatory time off for the holiday hours worked. The following implementation rules shall apply:

- If an employee is scheduled to work on an enumerated holiday, other than Thanksgiving or Christmas, and actually works that day he/she will receive, in addition to his/her regular pay for the number of hours worked (including at the overtime rate, if applicable), compensatory time equal to the number of hours worked on the holiday, with a minimum of 8 hours. Holidays begin at 12:00 am and end at 11:59 pm. For work that begins on an enumerated holiday, hours worked after 12 am will not be counted towards compensatory time accrual.
- If an employee is scheduled to work on either Thanksgiving or Christmas, and actually works either of those days, he/she will receive, in addition to his/her regular pay for the number of hours worked (including at the overtime rate, if applicable), compensatory time equal to the number of hours worked on the holiday multiplied by 1.5. The minimum number of straight compensatory hours is 8 so on those 2 holidays the minimum is actually 12.
- If an employee is scheduled to be on a regular day off on an enumerated holiday and does not work, including Thanksgiving and Christmas, he/she receives 8 hours of compensatory time.
- If an employee is scheduled to be on a regular day off on an enumerated holiday, other than Thanksgiving or Christmas, and ends up working that day, he/she will receive pay for hours worked (including at the overtime rate, if applicable), and compensatory time equal to the number of hours worked on the holiday, with a minimum of 8 hours.
- If an employee is scheduled to be on a regular day off on either Thanksgiving or Christmas, and ends up working that day, he/she will receive pay for hours worked (including at the overtime rate, if applicable), and compensatory time equal to the number of hours worked on the holiday multiplied by 1.5, with a minimum of 12 hours.
- If an employee is scheduled to work on a holiday, including Thanksgiving and Christmas, but uses leave time to take the day off he/she will receive 8 hours of compensatory time.

- If an employee works on a holiday at the overtime rate, he/she may elect to receive compensatory time (at the overtime rate) in lieu of receiving pay.

All unused compensatory time as of December 1st of each year will be paid to the employees at their regular rate on the second pay day in December of each year. If an employee wants to carry over compensatory time, into the New Year, then the employee must notify the department head, or Sheriff, or his/her designee prior to December 1st of each year. No employee shall carry over into the New Year more than forty (40) hours compensatory time except for the compensatory time earned in December which will be automatically carried over into the following year.

(b) **Estate Payment**

The County shall pay, to a deceased employee's spouse, or if no spouse to the employee's estate, all of the employee's accrued holiday pay, vacation pay, comp time and any monies other than salary the deceased employee would otherwise be entitled to have received if he/she were alive.

12.5 Personal Leave

Except as stated elsewhere in this Agreement, each employee in the defined bargaining unit shall be allowed up to four (4) working days leave per year non-cumulative without any restrictions, upon prior approval of the department head, and that approval shall not be unreasonably withheld. For purposes of this section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31st each year will be added to the employee's accrued compensatory time.

12.6 Bereavement Leave

Except as stated elsewhere in this Agreement, leaves of absence with pay must be granted by the Administrative Unit Head for a period not to exceed 3 working days because of death in the employee's immediate family. Immediate family is defined as including spouse, parent, grandparent, spouse's parent, child, brother, sister, legal guardian or foster parent, or a close relative who is an actual member of the employee's household.

12.7 Time Off

As long as requested time off is within thirty (30) days of submission of the request, time off will be approved or disapproved within five (5) days of its submission. If the request is made within five (5) days of the time off requested, then it will be approved or disapproved within a reasonable time.

ARTICLE XIII **SENIORITY/POSTING**

13.1 Rules Governing Seniority

(a) Acquiring Seniority

Employees will acquire seniority upon the completion of any required probationary period. Seniority will then accrue from the initial date of employment.

(b) Seniority Loss

Any employee will lose seniority by discharge, by failure, without a reasonable and valid excuse, to return to work within ten working days of recall, following any authorized absence, or by transfer to a position not covered by this Agreement for a period of three months or more. No employee will lose seniority when utilizing any provision of the Civil Service Law pertaining to leaves, paid or unpaid and who returns to work in the specified time period.

(c) Seniority Application

Departmental seniority will apply to layoff, recall and promotion. The Sheriff or department head shall consider attendance, initiative, job performance and qualifications of the employee, and, where these factors are relatively equal in the opinion of the Sheriff or department head, departmental seniority will prevail. The County, in its discretion, shall determine whether layoffs are necessary. Notwithstanding the above, if it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed solely by the Civil Service Law and the Oneida County Civil Service Rules.

(d) The Sheriff or department head shall apply seniority in the preparation of vacation schedules, but only with regard to vacation requests submitted prior to April 1st. Seniority shall also be considered for transfers between divisions.

(e) The employee shall be given at least two weeks notice of any layoff and employees shall be recalled in reverse order of layoff.

(f) When a Job Assignment as specified below becomes vacant (non-civil service) within a

Division said assignment will be posted with a job description and duties for a period of fourteen (14) days. Following the fourteen (14) day period applicants will be considered by the Sheriff and Unit head. Selection for the position would be based on experience, knowledge of the assignment, job performance and seniority. The final determination of assignment to be made by the Sheriff. All persons submitting for the position shall be notified in writing of the decision.

Patrol

1. CIU
2. ID
3. Narcotics
4. K-9
5. CAC
6. SRO
7. Warrants

13.2 Posting Notices

The Sheriff or designee, and/or the Director of Emergency Services or designee shall provide the PBA Unit President with a copy of any posting notice or notice of change of assignment or internal transfer, required by this provision of the Agreement at the time of the posting, and shall provide the PBA Unit President with a copy of any changes to policies and procedures.

ARTICLE XIV
UNIFORM AND MEAL ALLOWANCE

14.1(a) (i) The County shall order and pay for uniforms for personnel required to be uniformed. The County shall issue five (5) Class A uniforms and one (1) "training/fatigue" type uniform. In the alternative, members of OCIS, K9 and FIU shall be issued one (1) Class A uniform and five (5) "training/fatigue" type uniforms. Members that serve multiple roles will be issued uniforms based on their primary duty assignment. Uniforms will be replaced no earlier than one year from issuance, upon written request and upon exchange of the old uniform.

(ii) The County will furnish each uniformed telecommunications employee five (5) collared golf shirts bearing the insignia of the Department. There shall be no other required uniform component for telecommunications personnel. However, the County shall have the right to require that the telecommunicators' work attire be appropriate for the work setting as reasonably determined by the Department Head. Telecommunications personnel shall not be eligible for any clothing allowance, or

cleaning allowance under Section 14.l(b) below.

(iii) The County shall provide an annual clothing allowance of \$600 for each non-uniformed deputy sheriff. The annual clothing allowance shall be increased to \$700 effective for calendar year 2018. The above allowance will be prorated for periods less than six months.

Employees issued uniforms by the County shall not be eligible for a clothing allowance.

14.l(b) Cleaning Allowances

Cleaning will be done by the County through its contractor for all uniformed and plain-clothes employees. Garments to be submitted for cleaning and laundry shall include outer garments only, including pants, dress shirts, ties, sport or suit jackets, and overcoats. No leather, suede or other perishable materials will be allowed. Cleaning will be for work-clothing of a normal, conservative nature only.

14.2 Meal Allowance

Meal Times and Amounts

Effective January 1, 2024, the following guidelines will be used to determine the reimbursement times and rates for meal reimbursements.

Meal	Breakfast	Lunch	Dinner
Time	0200 to 1000	1000 to 1800	1800 to 0200
In-County	\$8.00	\$8.00	\$22.00
Out-of-County	\$12.00	\$12.00	\$27.00

Reimbursement Guidelines

(a) Meal Allowance While Guarding Jury

The County agrees to reimburse an employee for meal expenses if that employee is required to guard a jury that is sent to a meal. The County will require that an employee obtain a receipt for the meal and will only reimburse the amount of the meal up to the Meal Reimbursement Rate.

The following guidelines will be used to determine the reimbursement times and rates for meal reimbursements.

Effective January 1, 2024:

Breakfast	Lunch	Dinner
\$8.00	\$8.00	\$22.00

(b) **Unable to obtain meal break**

Employees who are unable to obtain a meal (i.e., the employee's detail or assignment prevents him/her from bringing a meal to work or ordering out for food) shall receive a meal allowance as indicated in the above chart.

(c) **Overtime Meal Allowance**

An employee who is working overtime beyond the normally scheduled shift will be entitled to a meal allowance after working 3 or more hours. The County will require that an employee obtain a receipt for the meal and will only reimburse the amount of the meal up to the Meal Reimbursement Rate. Effective January 1, 2024, the employee shall not become eligible for said meal allowance until working at least three consecutive hours of overtime on the particular shift or tour of duty, and the meal must be purchased sometime after the 3-hour mark.

(d) **Travel**

An employee who is on department business outside of the County overnight, shall receive an allotment for meals at the rate as indicated in the above chart. The number of meals allotted will be determined by the hours and/or days they are out of the County on assigned business. The allotment should be in advance of the trip if possible.

ARTICLE XV
HEALTH INSURANCE COVERAGE

15.1 The County shall make available to bargaining unit members and their eligible dependents group health, hospitalization and dental benefits. Benefits are currently provided under the MVP EPO Plan.

15.2 Premium Cost Sharing for Health Benefits (Exclusive of Dental)

Effective no later than March 1, 2001, the County shall assume one-hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984, and eighty percent (80%) of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984 but prior to January 1, 2001, according to coverage category (individual, family or individual and minor dependents), based on the plan selected by the employee. For employees hired on or after January 1, 2001, the County shall assume eighty percent (80%) of the gross premium cost for individual coverage and seventy-five percent (75%) of the gross premium cost for any form of dependent coverage, based on the plan selected by the employee. The employee shall bear the remaining cost of said health benefits.

If an employee is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and receives workers' compensation benefits, the County will continue to contribute its usual share of the gross premium cost for the duration of any authorized leave under Section 71 of the Civil Service Law.

15.3 Premium Cost Sharing for Dental Benefits & Eye Benefits

Effective no later than March 1, 2001, the County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. The employee shall bear the remaining cost of said dental benefits. Effective January 1, 2018, the County's contribution shall be increased to up to \$25 per month per covered employee for a single dental program to be determined by the County (currently the Emblem Health GHI Plan 4) offering individual and dependent coverage.

If an employee is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and receives workers' compensation benefits, the County will continue to contribute its usual share of the gross premium cost for the duration of any authorized leave under Section 71 of the Civil Service Law. The County will make available vision coverage to the employee (currently CPS Eye Med) at the full cost of the plan at the employee's expense.

15.4 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or benefit levels, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage referred to in this Article, so long as the new coverage and benefits are

substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the union prior to any such change. However, the County will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement.

Effective 9/1/91, the County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if the employee is not covered by the plan for more than eleven consecutive months. Any employee who is covered as a dependent in the Oneida County Health Insurance Program is not eligible for said lump sum payment. In-lieu waiver forms must be filed by December 31st of the year immediately preceding the year in which the in-lieu payment is sought.

Individual	-	\$300
Individual and minor dependent	-	\$600
Family	-	\$750

15.5 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

15.6 The County shall continue to offer, at no cost to the employee, a flexible spending account benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures to be determined by the County in accordance with IRS regulations. Said plan may be used for favorable income tax treatment of the employee's deductibles, coinsurance amounts, other non-reimbursed medical expenses, and dependent care assistance.

15.7 Retiree Health Insurance

A. For purposes of this section, "Retiree" shall be defined as: (i) an employee who meets all eligibility requirements for retirement as provided by the applicable New York State Retirement System plan; (ii) who retires directly from County service under a New York State Retirement System plan on or after January 1, 2024; and (iii) who at the time of retirement was a member of the County health insurance plan for at least one year immediately prior to the employee's effective retirement date.

B. Effective January 1, 2024, a Retiree is eligible to retain coverage under the County health insurance plan in effect for active County employees, and as may be amended from time to time through collective negotiations with active County employees, and to have the County share in the premium cost for individual and/or dependent coverage as follows:

1. For a Retiree on the S Scale with at least twenty (20) years of cumulative service with Oneida County, the gross premium share shall be eighty percent (80%) paid by the County and twenty percent (20%) paid by the Retiree for the gross premium cost of individual coverage, and seventy-five percent (75%) paid by the County and twenty-five percent (25%) paid by the Retiree for the gross premium cost of any form of dependent coverage.
2. For a Retiree on the D Scale with at least (25) years of cumulative service with Oneida County, the gross premium share shall be eighty percent (80%) paid by the County and twenty percent (20%) paid by the Retiree for the gross premium cost of individual coverage, and seventy-five percent (75%) paid by the County and twenty-five percent (25%) paid by the Retiree for the gross premium cost of any form of dependent coverage.
3. Any Retiree who does not meet the requirements of one of paragraphs B(1) - B(2) shall have health insurance in retirement only in accordance with the Oneida County Personnel Rules as the same may be amended from time to time by the County of Oneida in its discretion.

C. The above provisions shall also be subject to the following requirements:

1. The aforementioned Retiree health insurance benefits contained in paragraphs B(1) - B(3) shall continue only until the Retiree reaches the age of Medicare

eligibility, at which time all Retiree health insurance benefits for the Retiree and his/her dependent(s) shall cease in their entirety, and neither the Retiree, nor his/her dependent(s) shall be eligible for any ongoing health insurance plan maintained by the County.

2. If a Retiree drops individual and/or dependent(s) coverage in retirement, the coverage that was dropped may not be added again at a later date.

D. A Retiree may utilize accumulated sick leave credit in excess of 180 days to pay his/her share of coverage premium costs. Such credits will be valued at 50% of the base salary hourly rate applicable at the Retiree's time of retirement.

ARTICLE XVI **EDUCATION AND TRAINING**

16.1 College Level Compensation

Each employee who achieves thirty (30) graduate credit hours or a Master's Degree will receive \$400 in additional compensation. Effective January 1, 2018, said amount shall be increased to \$500. Each employee who attains a Bachelor's Degree will receive an additional \$300 compensation. Effective January 1, 2018, said amount shall be increased to \$400. Each employee who attains an Associate's Degree will receive an additional \$200 compensation. Effective January 1, 2018, said amount shall be increased to \$300. These amounts are non-cumulative. Payment shall not be made until proofs of degrees granted are submitted to the Sheriff or department head, and the Commissioner of Personnel and approved by same.

16.2 Absence to Attend Accredited Courses

Members of the PBA may be authorized absence from work with pay to attend an accredited course in job-related law enforcement at local educational institutions when such course cannot be scheduled during the employee's off duty hours. Such absence must be approved in advance by the Sheriff. Staffing needs of the Sheriff's Department will be among the factors upon which approvals will be granted or rejected. Management reserves the right to make the final decision in applicable cases.

16.3 In-Service Training

Scheduled in-service training, when conducted during an employee's off-duty hours, will be recognized by granting overtime pay or compensatory time.

ARTICLE XVII EDUCATIONAL REIMBURSEMENT

Employees who wish to take job-related courses at any college in the SUNY system, or at Utica College, may be reimbursed for same under the conditions outlined below. Reimbursement is limited to Associate's and Bachelor's Degree level courses only. Graduate level courses are not eligible for reimbursement.

The County agrees to pay up to a total of two hundred forty dollars (\$240) for three credit hour courses or eighty dollars (\$80) per credit hour, but in no event more than two hundred forty dollars per semester per applicant, or more than eighty dollars (\$80) per credit hour.

The County agrees to support up to a maximum of twenty (20) three-credit hour courses per semester or a total of sixty (60) hours per semester. An employee must have the approval of the Department Head or his/her designee as to the job-related status of the course, with final approval or disapproval by the County Executive. The County agrees to pay the employee upon presentation of proof of successful completion of the course and paid receipt from the college. All courses will be taken outside the employee's normal working hours. The County Personnel Office will administer this program and establish procedures to be followed.

ARTICLE XVIII LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall consist of the Sheriff, the Undersheriff, Association President, Association Vice President, or their designees, and one (1) person from each division to be designated by the PBA, and each division commander. The Committee shall meet at least on a quarterly basis.

ARTICLE XIX REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

The County shall pay for an employee's eyeglasses, dentures, watches and personal clothing or authorized personal property damaged or destroyed while engaged in the performance of his/her duties during his/her on-duty hours. Such payment shall be made only after a written report to the Sheriff including documentation of facts and the value of the damaged or destroyed property.

Any employee who is reimbursed hereunder through insurance litigation or otherwise shall be required to reimburse the County for any payment made to said employee by the County.

Reimbursement shall be computed according to the following formula:

One-half (½) the difference arrived at by subtracting the market value of the damaged or destroyed property at the time of damage, from the current replacement value; plus the market value of the damaged or destroyed property at the time of such damage or destruction.

Market value of the property will be determined through mutual agreement between the Sheriff and the employee filing such claim for reimbursement, or through mutual consultation with an individual qualified to appraise the damaged or destroyed property. To illustrate the calculation of the amount which would be paid under the formula stated above, the following example is given:

Example: Watch purchased in 1995 for \$100 damaged beyond repair in 2001. Jeweler stated value of watch to have been \$60 immediately prior to being damaged. 2001 cost of new watch, same model is \$120.

Replacement Value	\$120.00
Less Market Value at Time of Damage	\$60.00
Difference	\$60.00

County would pay market value (\$60) plus half the difference (one-half of \$60), or a total of \$90.00.

ARTICLE XX

JOB SECURITY

20.1 An employee covered by this Agreement who has successfully completed his/her probationary period shall be subject to the following procedure for disciplinary and discharge matters in lieu of and in place of the procedures specified in Sections 75, 76, and 77 of the Civil Service Law.

20.2 No employee shall be subjected to disciplinary action without just cause.

20.3 Disciplinary action may include written reprimands, suspension, demotion, discharge, loss of paid leave credits, fines, or any combination thereof. A notice of such discipline shall be made in writing and served upon the employee, by personal service, or by registered or certified mail. A copy of the notice of discipline shall also be promptly provided to the Unit President and County Commissioner of Personnel. The specific acts for which discipline is being imposed and the penalty shall be specified in

the notice, and shall include references to dates, times, and places to the extent practicable.

20.4 If the employee disagrees with the disciplinary action, the employee and/or the PBA may submit a grievance at the Stage 3 level of the grievance procedure as specified in, Article XXI of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the Notice of Discipline will constitute acceptance of the imposed penalty by the employee and the PBA and the matter will be settled in its entirety. Subject to a mutual written agreement between the PBA and the Commissioner of Personnel, the time limit herein above specified may be extended.

20.5 It is expressly understood that the Sheriff or department head shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging disciplinary action, except where the intended penalty consists of a discharge from County employment. In such instance, the discharge will be held in abeyance pending the outcome of the grievance procedure. Nonetheless, nothing herein shall be construed as restricting in any manner the Sheriff's or department head's authority to suspend an employee without pay in contemplation of dismissal where the employee's continued presence in the workplace would, in the County's reasonable judgment, constitute a threat to the safety of persons or property, or the security of County operations, or seriously threaten the maintenance of order and discipline within the workplace, or seriously impact the efficiency, reputation, or morale of the Sheriff's Office.

20.6 An employee shall have the right to be represented in disciplinary matters by a PBA representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. The employee will be advised of such right of representation in writing prior to any such questioning. In those instances where the penalty to be imposed consists of a discharge or a suspension without pay in excess of five (5) workdays, the employee shall be granted a preliminary hearing with the Sheriff or department head, or his/her designee, prior to service of the Notice of Discipline. The preliminary hearing shall be informal and may be attended by the employee's Union representative if the employee elects to have a representative present and shall consist of oral notice to the employee of the allegations against him/her and an opportunity to respond orally to said allegations. In any event, nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the County and the employee may waive his/her rights to the procedures outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

20.7 No disciplinary action shall be commenced by the County more than eighteen (18) months after

the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

20.8 Counseling Memoranda/Letters of Reprimand

An employee who receives a Counseling Memorandum or Letter of Reprimand must be given the opportunity to initial said letter before it is placed in his/her personnel file, one located with the Commissioner of Personnel and one located with the Sheriff or department head. The employee may respond to said Counseling Memorandum or Letter of Reprimand by written signed response. This response shall be placed in the employee's official personnel files (as stated above) along with the original Counseling Memorandum or Letter of Reprimand and shall be part of that file for two (2) years from the date of the original memorandum or letter. It shall be the employee's responsibility to request the removal of any memos or letters which are more than two (2) years old.

ARTICLE XXI GRIEVANCE AND ARBITRATION PROCEDURE

21.1 Definitions

The term "employee" shall mean and include all of the employees of the County of Oneida employed in this respective bargaining unit, in full-time budgeted positions.

The term "immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the Department wherein the grievance exists, and who normally assigns and supervises the employee's work and approves his/her time records and evaluates his/her work performance.

The term "days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days in which actions must be taken or notice given within the terms of this provision.

21.2 Declaration of Basic Principles

Every employee shall have the right to present his/her grievance free of coercion, restraint, harassment, discrimination or reprisal and shall have the right to be represented by any collective bargaining representative at all stages of the grievance procedure, should his/her designated representative not be available, subject to the limits as set forth in ARTICLE XIII - JOB SECURITY. Further, it is understood and agreed that the respective parties hereto shall make a sincere and determined effort to settle all matters of dispute, in a responsible manner.

21.3 Past Practice

All benefits and rights heretofore provided and condoned by the employer, which are not specifically modified or abridged by terms of this Agreement, shall continue in effect during the life of this Agreement. Any changes in the law that require the employer to modify a past practice as defined above will not be subject to this clause.

21.4 Grievance Definition

A grievance is defined as a claimed violation, misinterpretation, or inequitable application of this Agreement. Furthermore, a claim of discipline without just cause shall be processed in accordance with Article XX - Job Security. Notwithstanding this or any other provision of this Agreement, any newly hired employee covered by this Agreement working in an original probationary status may be discharged at the sole discretion of the County and shall not have the right to challenge such discharge pursuant to the grievance and arbitration procedure contained herein.

21.5 Grievance Procedure

First Stage

(a) Any employee who claims to have a grievance shall present his/her grievance in writing to his/her immediate supervisor, within thirty (30) calendar days after either the grievance occurs, or within thirty (30) calendar days after the employee has actual knowledge of the act or omission complained of, whichever occurs first. The union steward shall attempt to resolve the grievance with the employee's immediate supervisor and in the event that the steward and the immediate supervisor are unable to agree on a settlement mutually satisfactory to all parties concerned, the immediate supervisor within five (5) days of the receipt of the written grievance shall issue a written decision and

communicate same to the employee and the steward involved.

Second Stage

(a) If either the employee be not satisfied with the written decision of his/her immediate supervisor, or in the event that the immediate supervisor does not issue a written decision, the employee shall submit his/her written grievance, within two (2) days thereafter, to the Sheriff/department head or his/her designee who may, at the request of the employee, hold a hearing within fifteen (15) days of receiving the written grievance from the employee, said hearing shall be informal and the employee and his/her representative, if any, shall be allowed to appear at the hearing and present oral and written statements or arguments before the Sheriff/department head or his/her designee.

(b) Within ten (10) days after the close of the hearing or within fifteen (15) days after the grievance has been submitted to the Sheriff/department head if there is no hearing, the Sheriff/department head or his/her designee shall issue his/her decision in writing, and shall communicate same to the employee filing the grievance, and to the steward.

Appellate Stage

(a) In the event the grievance is not satisfactorily resolved through the initial stages of the grievance procedure, the PBA, and only the PBA, may proceed and shall within thirty (30) calendar days after the Sheriff's or department head's written decision, or within thirty (30) calendar days after the time within which the Sheriff or department head should have issued a written decision, file a Demand for Arbitration with PERB, with a copy to the County Attorney. The County and the PBA will select the arbitrator from lists submitted to them by PERB. The selection of the arbitrator and the arbitration proceeding shall be conducted in accordance with the then current PERB rules for voluntary grievance arbitration. If arbitration is not requested as set forth in this Stage, it shall be deemed waived, and the grievance resolved on the basis of the response of the Sheriff or department head at Stage 3.

The arbitrator shall have no authority to amend; modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance, if the parties are unable to stipulate the issue(s). The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or rules or regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the employer, the PBA, and the employees covered by this Agreement.

- (b) Costs, fees or expenses of the arbitrator, if any, will be borne by the losing party.
- (c) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion(s) on the issue(s).

ARTICLE XXII ACCESS TO PERSONNEL RECORD

22.1 An employee shall have the right to review his/her personnel records, that are on file in the Sheriff's Department (or other official location), within five (5) days of having made a written request to the Sheriff/department head. The employee may request a copy of all or any part of the records contained in the personnel file.

22.2 The official personnel records will only consist of those records contained in the personnel file in the Office of Commissioner of Personnel and only those records contained in the personnel file in the Office of Sheriff of Oneida County. For the purpose of this section secondary locations of records in the Office of the Commissioner of Personnel or Sheriff shall not be included in the Official Personnel records.

ARTICLE XXIII REVIEW OF REALLOCATION AND RECLASSIFICATION

The County agrees to review reallocation and reclassification of titles within the defined unit. A committee shall be appointed by the County Executive to which the Association may bring its requests for reallocation and reclassification and the said committee shall review and present its recommendations to the County Executive within thirty (30) days after receipt of same from the PBA. The County Executive may, within thirty days after receipt of the committee's recommendations present his recommendations to the Board of Legislators. The committee and the County Executive shall notify the PBA of the recommendations they intend to present to the Board of Legislators and reasons for not making any recommendations if such is the case. The County Executive shall also advise the PBA of the date on which he intends to present his recommendations to the Board of Legislators.

The Reallocation and Reclassification Committee will be composed of three members: two members from the County management and one from the bargaining unit. The PBA will designate the member from the bargaining unit. The County members will be designated by the County Executive. The County Executive will give serious consideration to any recommendation made by this committee.

ARTICLE XXIV **GENERAL CONSIDERATIONS**

24.1 No article or section of this Agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial conference of the State of New York, or any other law, local, state or federal.

24.2 It is agreed that all the benefits employees had prior to entering into this Agreement shall be retained unless specifically abridged, modified, delegated or granted within this Agreement.

24.3 In the event that any article or section of this Agreement will be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions. It is further agreed that the parties to this contract will meet within thirty (30) days to negotiate negated clauses.

24.4 Neither party to this Agreement shall make or attempt to make any alterations, modification, change or variation in any of the items expressly and specifically covered by this Agreement without written mutual consent.

24.5 Soliciting

No employee will engage in on-duty soliciting without the express written permission of the Sheriff or department head. It is required that the rules and regulations of the Sheriff's Department be followed with respect to soliciting while in uniform.

ARTICLE XXV **LEGISLATIVE APPROVAL**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

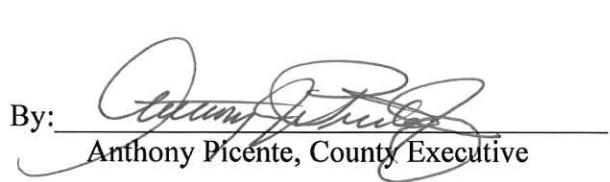
ARTICLE XXVI
LENGTH OF AGREEMENT

26.1 This agreement is effective January 1, 2021 and shall terminate at the close of business on December 31, 2028.

Dated: January __, 2026

For the County of Oneida

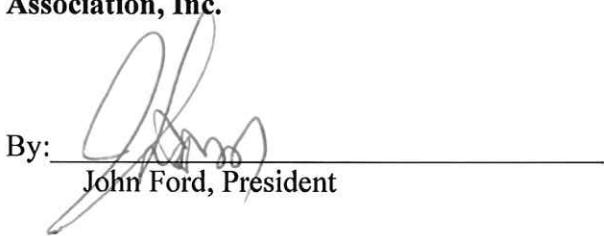
By:



Anthony Picente, County Executive

For the Oneida County Police Benevolent Association, Inc.

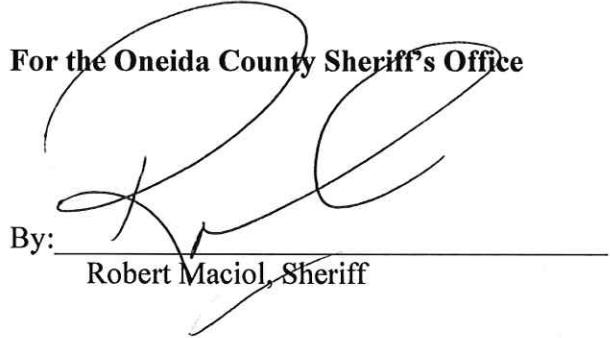
By:



John Ford, President

For the Oneida County Sheriff's Office

By:



Robert Maciol, Sheriff